

THE COMPANIES ACT 2006  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**BRITISH TAEKWONDO CONTROL BOARD (WTF) LIMITED**  
**(Company Number 7501788)**

**(Adopted by special resolution passed on 26<sup>th</sup> November 2016)**

**INTRODUCTION**

1 Interpretation

1.1 In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

**Annual General Meeting:** the annual general meeting of the Company

**Articles:** means the Company's articles of association for the time being in force;

**Board:** the Board of directors of the Company the members of which are the directors of the Company for the purposes of the Act;

**Chair:** the chair of the Board appointed pursuant to Article 36;

**Chief Executive:** the chief executive of the Company from time to time;

**clear days:** a period of days exclusive of the day on which a notice is served or deemed to be served and of the day for which it is given;

**Competition Rules:** the competition rules as laid down by the Board and including the international rules of competition and eligibility established by the World Taekwondo Federation and other relevant international bodies;

**Conflict:** means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

**disciplines of WTF Taekwondo:** all disciplines of WTF Taekwondo the principal ones being:

- (i) Kyorugi
- (ii) Poomsae
- (iii) Hanmadang

**electronic form:** the same meaning as in the Act;

**Eligible Director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 64, any director whose vote is not to be counted in respect of the particular matter);

**Full Members:** such persons admitted to Full Membership in accordance with these Articles;

**Group Members:** such groups of persons as are admitted to Group Membership in accordance with these Articles;

**hard copy form:** the same meaning as in the Act;

**Individual Members:** such persons as are issued with individual membership in accordance with these Articles;

**Member or Members:** members of the Company in any one of the categories of membership described in Article 8;

**Model Articles:** means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" (and for ease of reference scheduled to these Articles) is a reference to that article of the Model Articles.

**Provisional Members:** such persons as are admitted to Provisional Membership in accordance with these Articles;

**the United Kingdom:** the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, Gibraltar and such other British Overseas Territories coming under the Company's remit from time to time;

**Website:** the Company's website, which may be accessed at [www.britishtaekwondo.org](http://www.britishtaekwondo.org) or such other successor website as is notified from time to time; and

**WTF Taekwondo:** the general name for the sport which includes the disciplines of WTF Taekwondo.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - (a) any subordinate legislation from time to time made under it; and
  - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to other genders.

## 2 Objects

The objects for which the Company is established are to act as the governing body for WTF Taekwondo in the United Kingdom and as such:

- (i) to act as the representative member for the United Kingdom in international affairs and to affiliate to and carry out functions delegated to it by the World Taekwondo Federation and other relevant bodies;
- (ii) to co-ordinate and support the British and international affairs of WTF Taekwondo according to the provisions of the Company's Articles of Association (and rules made thereunder) for the benefit of its clubs and of WTF Taekwondo as a whole;
- (iii) to develop broad strategy for performance, development and competition throughout the United Kingdom;
- (iv) to develop programmes for WTF Taekwondo throughout the United Kingdom in accordance with policies developed by the Company;
- (v) to establish and be responsible for the maintenance of:
  - (a) common rules for competition (the enforcement of which shall be by British Taekwondo); and
  - (b) an anti-doping policy (the enforcement of which shall be by the Company);
- (vi) to secure, as far as practicable, a uniform policy in all matters affecting the administration and development of WTF Taekwondo in the United Kingdom and to that end to set out the respective roles and functions of the Company;
- (vii) to monitor the performance of those bodies involved in the implementation and delivery of programmes and strategies developed by the Company;
- (viii) to develop, lead and assist in commercial, marketing and public relations policies and activities for WTF Taekwondo in the United Kingdom;
- (ix) to develop and nurture relationships between the Company and the United Kingdom and Home Country Sports Councils, the British Olympic Association, the European Taekwondo Union, the World Taekwondo Federation, the Commonwealth Games Federation, the British Paralympic Association, Home Country Disability Groups and any relevant Government Departments;
- (x) to co-ordinate fixtures across the United Kingdom where applicable;
- (xi) to oversee the selection and co-ordination of officials for United Kingdom WTF Taekwondo events;
- (xii) to select and co-ordinate teams to represent the United Kingdom at international WTF Taekwondo events; and
- (xiii) to act (if the Board so decides) as the final arbiter in relation to disputes referred to the Company.

3 In furtherance of the above objects (but not further or otherwise) the Company shall have the following powers:

- (1) to purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the world, and to construct, maintain and alter buildings or erections;
  - (2) to sell, manage, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company subject to such consents as may be required by law;
  - (3) to execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property;
  - (4) to borrow or raise money for the objects of the Company on such terms and on such security as may be thought fit subject to such consents as may be required by law;
  - (5) to accept any gift of money, property or other assets whether subject to any special trust or not for the objects of the Company;
  - (6) to print or publish any newspapers, periodicals, books, articles or leaflets;
  - (7) to raise funds and organise appeals and invite and receive contributions by way of subscription, donation and otherwise;
  - (8) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
  - (9) to invest moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
  - (10) to make any donations in cash or assets or establish or support or aid in the establishment or support of or constitute or lend money (with or without security) to or for any trusts, clubs, or associations or institutions which are for the benefit of WTF Taekwondo in the United Kingdom or any part thereof;
  - (11) to engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee, to supervise, organise, carry on the work of and/or advise the Company;
  - (12) subject to the provisions of Clause 3 hereof to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependents;
  - (13) to collaborate with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Company or which are for the benefit of WTF Taekwondo in the United Kingdom;
  - (14) to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
  - (15) to do all such other lawful things as will further the attainment of the objects of the Company or any of them.
- 4 The Company is a not for profit company and the income and property of the Company shall be applied solely towards the promotion of its objects as set forth herein.
- 5 The liability of the Members is limited.

- 6 Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member and of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1 (One pound Sterling).
- 7 If, upon the winding up or dissolution of the Company, there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members of the Company. Such surplus property shall instead be given or transferred to some other institution or institutions:
- (a) having objects similar to the objects of the Company or which otherwise are for the benefit of WTF Taekwondo in the United Kingdom or any part thereof; or
  - (b) which otherwise are for some philanthropic or charitable purpose,
- provided that such institution(s) prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof. Such institution or institutions shall be determined by the Board at or before the time of dissolution and in so far as effect cannot be given to such provisions then such property shall be disposed of at the discretion of the Board for some other philanthropic or charitable purpose or purposes.

## **MEMBERSHIP**

- 8 The Company has the following categories of members, defined in Articles 9 to 12 below:
- (a) Full Members;
  - (b) Provisional Members;
  - (c) Group Members; and
  - (d) Individual Members.
- 9 **Full Members**
- 9.1 Full Members shall be either:
- 9.1.1 clubs that have been elected to Full Membership of the Company by the Board following recommendation of the Membership Services Committee; or
  - 9.1.2 clubs that have attained Full Membership automatically in accordance with article 10.2.
- 9.2 Full Members must endeavour to retain at least 20 members. If membership of a Full Member drops below 20 members, that Full Member shall:
- 9.2.1 within 14 days of the membership dropping below 20 members, notify the Company of the same; and
  - 9.2.2 automatically become a Provisional Member.
- 10 **Provisional Members**
- 10.1 Provisional Members shall be either:
- 10.1.1 clubs that automatically become Provisional Members in accordance with article 9.2.2; or

- 10.1.2 newly elected clubs which are elected to Provisional Membership of the Company by the Board by a two-thirds majority of those present and voting at a Board meeting. The Board may by the same majority impose such conditions or restrictions on Provisional Members as it shall deem necessary at the time the Provisional Member is elected, and may likewise remove or alter the said restrictions or conditions.
- 10.2 If a Provisional Member has been a member of the Company for 1 year or more, then, when that Provisional Member has 20 members, upon that member notifying the Company that it has 20 members or more it shall automatically become a Full Member.
- 11 Group Members shall be organisations or groups of clubs elected to group membership of the Company by the Board following recommendation of the Membership Services Committee.
- 12 Individual Members shall be persons holding a valid individual affiliation with the Company. Individual membership shall only be issued to members of Full Members, Provisional Members or Group Members. All individual members of a Full Member, Group Member or Provisional must apply to become an Individual Member of the Company as soon as they commence training with the said club or group. An individual's membership must remain valid during the period of his or her membership of the said club or group.
- 13 Any Member may resign at any time by giving at least seven days' notice in hard copy form to the Company. The rights and obligations of Members are not transferable.
- 14 Resignation from the Company by a Member shall not affect any liability of such Member arising prior to the date of such resignation.
- 15 Every corporation and unincorporated association which is admitted to Membership may exercise such powers as are prescribed by section 323 of the Act.
- 16 It shall be the duty of the Board, if at any time it shall be of the opinion that the interests of the Company so require, by notice in hard copy form sent by prepaid post to a Member's address to that Member to request that Member to withdraw from Membership within a time specified in such notice. No such notice shall be sent except on a vote of the majority of the Board present and voting, which majority shall include one half of the total number of the Board for the time being.
- 17 If, on the expiry of the time specified in such notice, the Member concerned has not withdrawn from Membership by submitting written notice of its resignation, or if at any time after receipt of the notice requesting it to withdraw from Membership, the Member concerned shall so request in hard copy form, the matter shall be submitted to a properly convened and constituted meeting of the Board. The Board and the Member whose expulsion is under consideration shall be given at least 14 clear days' notice of the meeting, and such notice shall specify the matter to be discussed. The Member concerned shall at the meeting be entitled to present a statement in its defence either verbally or in hard copy form, and it shall not be required to withdraw from Membership unless half of the Board present and voting shall, after receiving the statement in its defence, vote for its expulsion, or unless the Member concerned fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the Member concerned shall fail to attend the meeting without sufficient reason being given, it shall thereupon cease to be a Member and its name shall be erased from the register of Members.

### **GENERAL MEETINGS**

- 18 The Company shall hold a meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Board, and shall specify the meeting as such in the notices calling it. Subject to article 27.2, only Full Members and Group Members may receive notice of, attend and vote at the Annual General Meeting (Group Members attending and voting through representatives, as prescribed by the Board from time to time). Each Full Member and each Group Member shall have one vote at such a Meeting.
- 19 The Annual General Meeting shall be held for the following purposes:

- (a) to approve the minutes of the previous Annual General Meeting;
  - (b) to receive from the Board a full statement of account;
  - (c) to receive from the Board a report of the activities of the Company since the previous annual general meeting;
  - (d) to appoint the Company's external auditors;
  - (e) to transact such other business as may be brought before it at the sole discretion of the Board.
- 20 The Company may convene and hold extraordinary general meetings. The Board shall convene such a meeting. Subject to article 27.2, only Full and Group Members may receive notice of, attend and vote at an extraordinary general meeting. Each Full Member and each Group Member shall have one vote at such a meeting.
- 21 Annual General Meetings and extraordinary general meetings shall be called by at least 21 calendar days' notice. The notice shall specify the place, the day and the hour of the meeting, and the business to be transacted at that meeting, and shall be given to all Full and Group Members.
- 22 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings had, at any meeting.
- 23 Adjournments:**
- 23.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.
- 23.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if—
- 23.2.1 the meeting consents to an adjournment, or
  - 23.2.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 23.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 23.4 When adjourning a general meeting, the chair of the meeting must—
- 23.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
  - 23.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 23.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
- 23.5.1 to the same persons to whom notice of the company's general meetings is required to be given, and
  - 23.5.2 containing the same information which such notice is required to contain.

- 23.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

### **PROCEEDINGS AT GENERAL MEETINGS**

- 24 No business shall be transacted at any general meeting (being an Annual General Meeting or an extraordinary general meeting) unless a quorum is present when the meeting proceeds to business. Provided nine natural persons, each representing one or more Full and/or Group Members, are present, there shall be a quorum.

#### **25 Attendance:**

- 25.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

- 25.2 A person is able to exercise the right to vote at a general meeting when—

- 25.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

- 25.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

- 25.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

- 25.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

- 25.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

#### **26 Chairing general meetings:**

- 26.1 The Chair shall chair general meetings if present and willing to do so.

- 26.2 If Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

- 26.2.1 the directors present, or

- 26.2.2 (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

- 26.3 The person chairing a meeting in accordance with this Article is referred to as "the chair of the meeting".

#### **27 Attendance and speaking by directors and non-members:**

- 27.1 Directors may attend and speak at general meetings, whether or not they are members.

- 27.2 The chair of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.



28 At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands by the Full and Group Members present in person or by proxy and entitled to vote, unless a poll is, before or upon the declaration of the result by the show of hands, demanded by the chair of the meeting or by at least one Full or Group Member present in person or by proxy. A declaration by the chair of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

### 29 **Errors and disputes:**

29.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting is valid.

29.2 Any such objection must be referred to the chair of the meeting whose decision is final.

### 30 **Content of proxy notices**

30.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—

30.1.1 states the name and address of the member appointing the proxy;

30.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

30.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

30.1.4 is delivered to the company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

30.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

30.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

30.4 Unless a proxy notice indicates otherwise, it must be treated as—

30.4.1 allowing the person appointed under it discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

30.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### 31 **Delivery of proxy notices**

31.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

31.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

31.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

31.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## 32 Amendments to resolutions

32.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

32.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine) and

32.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

32.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—

32.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed and

32.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

32.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

## BOARD

33 The number of Members of the Board shall not be less than seven and unless and until varied by ordinary resolution of the Company shall no more than eleven.

34 Subject to Article 35, any person who is willing to be appointed as a Director of Company (including for the avoidance of doubt the Chief Executive) may be appointed by:

(a) an ordinary resolution of the Members or

(b) Resolution of the Board.

Any non-executive director appointed pursuant to Article 34 (b) shall remain in office until the next Annual General Meeting of the Company at which time his appointment will be required to be approved by ordinary resolution of the Members. In the absence of a resolution duly passed at that meeting, the non-executive director in question will be automatically removed from office.

35 The Board shall comprise as a minimum:

(a) The following non-executive directors:

i. the Chair, who shall be a citizen of the United Kingdom;

ii. the Finance Director, who for the purposes of compliance with the Statutes of the European Taekwondo Union only shall also be known as the Treasurer; and

iii. three other non-executive directors;

- (b) the President, which role shall exist for the purposes of consistency with the Statutes of the European Taekwondo Union only and shall be filled by one of the non-executive directors appointed pursuant to Article 34. The Board shall decide which such non-executive director shall fill the role of President, subject to approval by ordinary resolution of the Members at the next Annual General Meeting;
- (c) The Chief Executive of the Company from time to time for the duration of his office, who shall, for the purposes of consistency with the Statutes of the European Taekwondo Union only, and, subject to approval of the use of the title by an ordinary resolution of the Members at the first Annual General Meeting of the Company following his or her appointment as Chief Executive (or, in the case of a Chief Executive appointed prior to the adoption of these Articles and continuing in that role after that date, at the first Annual General Meeting after that date), also be known as the Secretary General.

35A. In addition, the Company shall have one or more Vice-Presidents, which role(s) (a) shall exist for the purposes of consistency with the Statutes of the European Taekwondo Union only. Such role(s) shall be filled by non-executive director(s) or by Individual Member(s) of the Company. The Board shall decide whom shall fill the role(s) of Vice-President, subject to approval by ordinary resolution of the Members at the next Annual General Meeting. For the avoidance of doubt, a person appointed to the role of Vice-President will not, merely by their appointment to that role, be a member of the Board (although, as mentioned, a person who is already a non-executive director, and therefore already a member of the Board, may be appointed to the role of Vice-President).

36 The Board shall endeavour to ensure that:

- (a) not less than 25% of the Board is constituted of Independent Non-Executive Directors;
- (b) the Board has sufficient scope at all times to fill vacant positions to fulfill any skills or gender group requirements;
- (c) if practicable, the Chair shall be independent (in which case he or she will count within the 25% figure referred to at sub-paragraph (a)); and
- (d) the Board positions are advertised and competency-based.

37 Each Director (other than the Chief Executive) shall serve for an initial term expiring on the date of the third annual general meeting after the date of his appointment. Upon the expiry of this initial term, the relevant Director shall be eligible for re-appointment for a further three years, i.e. constituting two terms in aggregate. After completing the maximum of two consecutive terms, a director shall not be eligible for re-appointment until a further term of three years has elapsed. This Article shall not apply to the Chief Executive or other executive director position of the Company (from time to time) whose term of office shall run concurrently with his employment.

#### **DISQUALIFICATION OF THE MEMBERS OF THE BOARD**

38 A person ceases to be a director as soon as—

- 38.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- 38.2 a bankruptcy order is made against that person;
- 38.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

- 38.4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 38.5 notification is received by the company from the director that the director is resigning from office and such resignation has taken effect in accordance with its terms; or
- 38.6 the Board resolve, in its reasonable opinion, that that person is not a fit and proper person to be a director of the Company.
- 39 Unless the Board resolves otherwise, any member of the Board who shall, without sufficient reason, absent himself from three consecutive meetings of the Board, will be understood to have resigned his position as a member of the Board and the Board shall be entitled to appoint another member of the Board in his place pursuant to Article 34 (b).

### **POWERS OF THE BOARD**

40 Subject to the Articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

#### **41 Members' reserve power:**

- 41.1 The Members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 41.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

#### **42 Powers of the Board**

- 42.1 The business and affairs of the Company shall be managed by the Board.
- 42.2 The Board may:
- 42.2.1 pay all expenses preliminary and incidental to the promotion of the Company's objects as they think fit and
  - 42.2.2 subject to article 42.3, exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company.
- 42.3 The Board may not do any act that by the Act, these Articles or by regulation prescribed by the Company by Special Resolution:
- 42.3.1 is prohibited or
  - 42.3.2 is required to be exercised or done by the Company in general meeting.
- 42.4 No regulation made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
- 43 The Board may act notwithstanding any vacancy in its body.
- 44 If the Board shall at any time consist of less than the number prescribed by or in accordance with these Articles, it shall be lawful for them to act as the Board for the purpose of admitting persons to Membership of the Company, or summoning a general meeting, but not for any other purpose.

### **PROCEEDINGS OF THE BOARD**

- 45 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least four such meetings shall be held in each year.
- 46 **Calling a directors' meeting:**
- 46.1 Any director may call a Board meeting by giving notice of the meeting to the directors.
- 46.2 Notice of any directors' meeting must indicate—
- 46.2.1 its proposed date and time;
- 46.2.2 where it is to take place; and
- 46.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 46.3 Notice of a directors' meeting must be given to each director, either in writing or by email.
- 46.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 47 Questions arising at a meeting shall be decided by a majority of votes. Voting on any issue shall be by show of hands. Each member of the Board shall be entitled to one vote. In the case of an equality of votes, however, the chair of the meeting shall have a second or casting vote.
- 48 If the Chair is unwilling or unable to preside at a meeting of the Board or is not present within five minutes after the time appointed for the meeting, the members of the Board present may appoint one of their number to be chair of the meeting.
- 49 A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Board generally. If and so long there are two directors, the quorum for meetings of the Board shall be two directors, one of whom must be an independent director. Where the number of directors exceeds two, the quorum for meetings of the Board shall be three or such greater number as the Board may determine. The quorum for meetings of committees shall be three.

## COMMITTEES

### 50 **Directors may delegate:**

- 50.1 Subject to the Articles, the directors may delegate, as they think fit, any of the powers which are conferred on them under the Articles—
- 50.1.1 to such person or committee;
- 50.1.2 by such means (including by power of attorney);
- 50.1.3 to such an extent;
- 50.1.4 in relation to such matters or territories; and
- 50.1.5 on such terms and conditions.
- 50.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

- 50.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 51 The Board shall have the power to form and maintain committees to focus on the principal areas and disciplines of the sport.
- 52 Each committee shall be formed from Members and interested parties selected by the Board from time to time.
- 53 The remit of each committee shall be set and amended from time to time by the Board. The committees shall assist the Board in the furtherance of the Company's objectives and, to that end, each committee shall report to the Board regularly and upon request as to their activities.
- 54 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles that govern the taking of decisions by directors.
- 55 The directors may make rules of procedure for all or any committees. Such rules of procedure prevail over rules derived from the Articles if they are not consistent with them.
- 56 The committees may include:
- (a) the Poomsae committee;
  - (b) the Technical committee;
  - (c) the Referee committee;
  - (d) the Membership Services Committee;
  - (e) the Health and Safety committee;
  - (f) the Audit committee;
  - (g) Para-Taekwondo committee;
  - (h) the Safeguarding Children & Vulnerable Adults Committee; and
  - (i) any committees formed by the Board pursuant to the powers granted to it by article 51.
- 57 All acts done bona fide by:
- (a) any meeting of the Board;
  - (b) any committee; or
  - (c) by any person acting as a member of the Board
- shall, even if afterwards it is discovered:
- (a) that there was some defect in the meeting or appointment or continuance in office of any such member of the Board or person acting as a member of the Board; or
  - (b) that they or any of them were disqualified,
- be as valid as if every such person had been duly appointed or had duly continued in office or as if there was no defect in the relevant meeting, so long as that act is made known to the Board as soon as reasonably practicable and stands unchallenged by them at the following Board meeting.

- 58 The Board shall cause proper minutes to be made of all appointments of the Board and of the proceedings of all meetings of the Company and of the Board and of committees, and all business transacted at such meetings, and any such minutes of any meeting shall be put for approval to the following meeting of the Board or sub-committee. Such approval shall be conclusive evidence of the facts therein stated.
- 59 A written resolution signed by all the members of the Board for the time being or by all the members for the time being of any committee who are entitled to receive notice of a meeting of the Board or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted.

#### **TELEPHONE MEETINGS / MEETINGS BY E-MAIL**

- 60 A member of the Board may participate in a meeting of the Board, or of a committee, by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair of the meeting is.
- 61 In the case of matters that are urgent and non-contentious or that only require the approval of the Board as a formality, members of the Board may convene and vote at a meeting by electronic mail. The outcomes of such votes shall be authoritative and shall be appended to the minutes of the previous meeting of the Board and shall be formally considered at the following meeting of the Board.

#### **RECORDS OF DECISIONS TO BE KEPT**

- 62 The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

#### **DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

- 63 Subject to the Articles, the directors may make any rule which they think fit about how they take decisions and about how such rules are to be recorded or communicated to directors.

#### **DIRECTORS' CONFLICTS OF INTEREST**

- 64 The directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an Interested Director) breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 65 Any authorisation under Article 64 shall be effective only if:
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
  - (b) the quorum required for consideration of the relevant matter is met without counting the Interested Director; and
  - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 66 Any authorisation of a Conflict under these Articles 64 to 70 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
  - (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
  - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
  - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 67 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 68 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 69 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 70 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
  - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
  - (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
  - (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;



- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he or a person connected with him (as defined in section 252 of the Act) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

## REMUNERATION AND EXPENSES

### 71 Directors' remuneration:

71.1 Directors may undertake any services for the company that the directors decide.

71.2 Directors are entitled to such remuneration as the directors determine—

71.2.1 for their services to the company as directors, and

71.2.2 for any other service which they undertake for the company.

71.3 Subject to the Articles, a director's remuneration may—

71.3.1 take any form, and

71.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

71.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

71.5 Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

### 72 Directors' expenses

72.1 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

72.1.1 meetings of directors or committees of directors,

72.1.2 general meetings, or

72.1.3 separate meetings of the holders of debentures of the company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

## ACCOUNTS

73 The Board shall cause accounting records of the Company to be kept in accordance with the Act and any regulations made pursuant thereto (or as the same may be hereafter amended or altered).

74 Accounting records shall be kept at the registered office of the Company or, subject to the Act, at such other place or places as the Board shall think fit and shall always be open to the inspection of the Board.

- 75 The Board shall lay before the annual general meeting of the Company a proper income and expenditure account for the period since the last preceding account together with a proper balance sheet made up as at the same date.

#### AUDIT

- 76 At least once every year, the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more appropriately qualified auditor or auditors.
- 77 External auditors shall be appointed and their duties regulated in accordance with the Act. The appointment of the auditors shall be recommended by the Board and approved at the Annual General Meeting

#### NOTICES AND COMMUNICATIONS

- 78 Subject to the Articles, anything to be sent by or to the Company under the Articles may be sent in any way provided for by the Act and, additionally, any notice or document to be sent to a director by the Company may also be sent by any means by which that director has asked to be sent such notices or documents for the time being.
- 79 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.
- 80 The Company may validly send or supply any document (including any notice) or information to a Member in hard copy form, electronic form or by making it available on the Website in accordance with and subject to the "company communication provisions" of the Act, but this Article does not affect any other provision in any relevant legislation or these Articles requiring notices or documents to be supplied or delivered in a particular way.
- 81 The following provisions shall apply in relation to documents (including notices) and information sent or supplied by the Company to a Member.
- (a) Where a document or information (whether in hard copy form or electronic form) is delivered by hand, it is deemed to have been received by the intended recipient at the time it is handed to or left for the Members.
  - (b) Where a document or information (whether in hard copy form or electronic form) is sent by post or courier, to an address in the United Kingdom, it is treated as being received by the intended recipient:
    - (i) 48 hours after it was posted, if first class post was used; or
    - (ii) 72 hours after it was posted or given to the courier, if first class post was not used;provided that it was properly addressed and either put into the post system or given to the courier with postage or delivery paid.
  - (c) Where a document or information is sent by fax or electronic mail, it is deemed to have been received by the intended recipient at the time it was sent provided that it was sent to the correct fax number or email address.
  - (d) Where a document or information is sent by means of the Website, it is deemed to have been received by the intended recipient when the material was first made available on the Website or, if later, when the recipient received (or is deemed to have received) information that was available on the Website.

Proof that a notice contained in a communication in electronic form was sent in

accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

### **RULES, REGULATIONS, STANDING ORDERS AND BYE-LAWS**

- 82 The Board shall have the power to make, vary and revoke rules, regulations, mechanisms, standing orders and bye-laws for the better administration of the Company including (without limitation):
- (a) Competition Rules (to the extent that it is possible for them to be varied);
  - (b) rules for the selection of competitors to represent the United Kingdom in international matches and competitions and the management of any team of competitors so selected;
  - (c) rules to combat doping in WTF Taekwondo and to ensure compliance with national and international rules relating to doping control;
  - (d) rules for the promotion and organisation of championships and selection trials;
  - (e) mechanisms for co-ordinating the arrangement of and the date of fixtures of WTF Taekwondo competitions;
  - (f) mechanisms for co-ordinating the commercial activities of the sport of WTF Taekwondo and any televising or broadcasting of WTF Taekwondo competitions;
  - (g) terms of reference for the WTF Taekwondo Appointments Panel;
  - (h) regulations for the conduct of elections; and
  - (i) rules relating to discipline for competitors or other appropriate persons.

### **AMENDMENTS TO ARTICLES**

- 83 These Articles may be amended by the Company at any time by special resolution passed at a duly convened general meeting of the Company.

### **INDEMNITY AND INSURANCE**

- 84 Subject to Article 85, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
  - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
  - (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 84 (a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 85 Article 84 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law and any such indemnity is limited accordingly.
- 86 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 87 In Articles 84 to 87:
  - (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
  - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
  - (c) a "relevant officer" means any director or other officer or former director or other officer of the Company.